

North Dakota Department of Transportation COMMUNITY WAYFINDING AGREEMENT

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Minot, hereafter referred to as the LPA (Local Public Agency), whose address is 1025 31st St, SE Minot ND 58701.

This agreement outlines the LPA responsibilities for Community Wayfinding Signs. The NDDOT is a party to the agreement for signs along a US or ND State Highway. The LPA shall follow the requirements set forth in the attached "Community Wayfinding Signing Guidelines" and this agreement. Because Community Wayfinding Signs work as a system this applies to all signs within the Public Right of Way (ROW).

The LPA hereby agrees to pay 100 percent of all cost associated with installing and maintaining the Community Wayfinding Signs. Furthermore, the LPA agrees to the following conditions for installing Community Wayfinding Signs. The conditions will also apply to the signs placed on the LPA's local road network.

1. Master Plan – The LPA will have the master plan approved before this agreement is executed.
2. Sign Placement - Community Wayfinding Signage will be on Public Right of Way
3. Construction/Installation
 - a. Approval of the Master Plan is required, by NDDOT and FHWA, before any signs in connection with this project are erected. All traffic control devices will be in conformance with the latest edition of the MUTCD.
 - b. Future construction projects on the highway system within the NDDOT ROW may require the Community Wayfinding Signage to be relocated at the LPA's cost. The LPA will remove the Community Wayfinding Signs prior to construction and reinstall after construction as approved by the NDDOT.
4. Post Construction/Maintenance – The LPA will, at its own expense, maintain or cause to be maintained, all portions of the Community Wayfinding Signs. The maintenance will be in a manner satisfactory to NDDOT. Community Wayfinding Signs operate as a system, so all signs will be held to the standards of signs within NDDOT right of way. This section applies to signs that are allowed to get to a point of disrepair, vandalized, knocked down, etc.
 - a. The District Engineer will provide 30-day written notice of the signs not maintained in a satisfactory manner to the LPA.
 - b. If the LPA does not respond with an acceptable course of action, NDDOT reserves the right to remove the signs and bill the LPA.
 - c. The signs shall meet the retro-reflectivity standards according to the MUTCD.
 - d. Any additional signs and/or modifications to the Community Wayfinding Signs will require an amendment to the Community Wayfinding Master Plan and NDDOT approval.

General:

1. All temporary traffic control required for construction must meet the requirements of the (MUTCD).
2. The LPA acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the Community Wayfinding Signs.



3. The LPA is responsible for securing any necessary permits which may be required as part of the installation or operation of the Community Wayfinding Signs.
4. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.
5. The NDDOT specifically reserves the right to revoke, or change the terms and conditions of this Agreement with or without cause and upon notice to the LPA. The LPA must adhere to the direction of the district engineer.
6. The LPA, for self, heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LPA will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

That in the event of breach of any of the above Non discrimination covenants, NDDOT will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

7. NDDOT reserves the right to terminate this agreement with or without cause, upon written notice.



Executed the last date below signed.

APPROVED:

*LPA of: _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

TITLE

DATE

ATTEST:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

LPA AUDITOR

DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor, President or Chair of LPA Commission

CLA 10094 (Div. 38)

L.D. Approved 1-9-23

